IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O. O. C. J.

SUMMARY SUIT NO.3140 OF 2006

Eastern Cargo Carriers (I) Pvt. Ltd. ...Plaintiff.
Vs.
Sheena Textiles Ltd. & Anr. ...Defendants.
....
Mr. C. J.Bijlani for the Plaintiff.
None for the Defendants.
.....

CORAM : DR.D.Y.CHANDRACHUD, J.
9th April 2007.

P.C.:

The Plaintiff is an IATA agent and carries on business of Air Cargo bookings. The First Defendant is a Company incorporated under the Companies' Act, 1956 and is a manufacturer and exporter of textiles. The Second Defendant is the Managing Director of the First Defendant. The Defendants exported goods through the Plaintiff for which the Plaintiff had arranged for Air transportation. The Plaintiff issued Airway bills and invoices in the name of the First Defendant. Payments were made from time to time by the Defendants, the last payment being of 12th March 2005 through the Punjab National Bank, Andheri (West). The balance due and payable by the Defendants as on 31st March 2005 was Rs.14,97,709/-. The Plaintiff on 5th May 2006

remitted to the First Defendant by registered post, a letter confirming that the aforesaid amount was due and outstanding from the Defendants. The First Defendant was called upon to communicate any discrepancy in respect thereof within a period of three days, failing which it was stated that the amount will be treated as confirmed. No objection was raised by the Defendants. Thereafter, an Advocate's notice dated 18th August 2006 was sent by the Plaintiff to the Defendants to which there was no reply.

The Defendants have failed to enter appearance despite service of the Writ of Summons. An affidavit of service has been filed. A compilation of the original documents on the basis of which the suit has been instituted has also been tendered on the record. The claim of the Plaintiff is duly established. Even otherwise, the Defendants having failed to enter appearance, the Plaintiff would be entitled to a decree as prayed under the provision of Order 37. The suit shall accordingly be decreed in terms of prayer clauses (a) and (c), save and except with the modification that the Plaintiff shall be entitled to interest at the rate of 9% per annum from the date of the institution of the suit until the date of the decree and at the same rate from the date of the decree until payment or

realization.

Refund of Court fee, if any, as per rules.

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